



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 14
1222 SPRUCE ST
RM 8.302
SAINT LOUIS, MO 63103-2829

Agency Website: www.nlr.gov
Telephone: (314)539-7770
Fax: (314)539-7794

Agent's Direct Dial: (314)449-7329

January 28, 2020

(b) (6), (b) (7)(C)

Re: Saint Louis -Kansas City Carpenters
Regional Council
Inquiry (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C):

Pursuant to our conversation, enclosed is a Charge Against Labor Organization form. If you wish to file this charge with us, please do the following:

- ✓ Make any necessary corrections on the form
- ✓ Fill in any incomplete spaces
- ✓ Sign and date the form where indicated at the bottom
- ✓ Return the form to the above address or fax number

You may also wish to keep a copy of the charge for yourself. Once we receive a signed charge from you, we will give it a case number and assign a Board agent to investigate the case. We will then send you a letter telling you the case number and the name of the investigator.

Please remember that to be timely, your charge must be filed **and served on the charged party** within six months of the alleged unlawful actions. We normally send a copy of the charge to the charged party, but if you are running close to the 6-month deadline, be advised that it is your responsibility to see that the Union receives a copy of the charge within the 6-month period. Feel free to contact me if you have any questions or need further assistance. If I am not in, please ask to speak to the Information Officer.

Very truly yours,

Rochelle K. Balentine
Field Attorney

Enclosure

UNITED STATES OF AMERICA		DO NOT WRITE IN THIS SPACE	
NATIONAL LABOR RELATIONS BOARD		Case	Date filed
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS			
INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.			
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name Saint Louis -Kansas City Carpenters Regional Council		b. Union Representative to Contact Don Brussel Assistant Executive Secretary Treasurer	
c. Address 1401 Hampton Avenue, Saint Louis, MO 63139		d. Tel. No. (314)644-4800	e.e. Cell No.
		f. Fax No.	g. e-Mail
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b), subsection(s) 1(A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (<i>set forth a clear and concise statement of the facts constituting the alleged unfair labor practices</i>)			
<p>Since about January 27, 2020, the above-named labor organization has restrained and coerced employees in the exercise of rights protected by Section 7 of the Act by refusing to provide a copy of the collective-bargaining agreement between the Union and the Associated General Contractors of Missouri.</p>			

3. Name of Employer Various Contractors		4a. Tel. No.	4b. Cell No.
		4c. Fax No.	4d. e-Mail
5. Location of Plant involved (<i>street, city, state, and ZIP code</i>)		6. Employer representative to contact	
7. Type of Establishment (<i>factory, mine, wholesaler</i>) Construction	8. Principal product or service Construction	9. Number of Workers employed 500	
10. Full name of party filing charge (b) (6), (b) (7)(C)		11a. Tel. No. (b) (6), (b) (7)(C)	11b. Cell No.
		11c. Fax No.	11d. e-Mail
11. Address of party filing charge (<i>street, city, state, and ZIP code</i>) (b) (6), (b) (7)(C)			
12. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By:	(b) (6), (b) (7)(C)	Tel No. (b) (6), (b) (7)(C)	
(signature of representative or person making charge)	Print/type name and title or office, if any	Cell No.	
Address: (b) (6), (b) (7)(C)	Date:	Fax No.	
		e-Mail	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

(b) (6), (b) (7)(C)

UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD		DO NOT WRITE IN THIS SPACE	
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS		Case 14-CB-256338	Date filed February 13, 2020
INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.			
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name Saint Louis -Kansas City Carpenters Regional Council		b. Union Representative to Contact Don Brussel Assistant Executive Secretary Treasurer	
c. Address 1401 Hampton Avenue, Saint Louis, MO 63139		d. Tel. No. (314)644-4800	e.e. Cell No.
		f. Fax No.	g. e-Mail
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b), subsection(s) 1(A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
<p>Since about January 27, 2020, the above-named labor organization has restrained and coerced employees in the exercise of rights protected by Section 7 of the Act by refusing to provide a copy of the collective-bargaining agreement between the Union and the Associated General Contractors of Missouri.</p>			

3. Name of Employer Various Contractors		4a. Tel. No.	4b. Cell No.
		4c. Fax No.	4d. e-Mail
5. Location of Plant involved (street, city, state, and ZIP code)		6. Employer representative to contact	
7. Type of Establishment (factory, mine, wholesaler) Construction	8. Principal product or service Construction	9. Number of Workers employed 500	
10. Full name of party filing charge (b) (6), (b) (7)(C)		11a. Tel. No. (b) (6), (b) (7)(C)	11b. Cell No.
		11c. Fax No.	11d e-Mail
11. Address of party filing charge (street, city, state, and ZIP code) (b) (6), (b) (7)(C)			
12. DECLARATION			
I declare that I have read the above charge and that it is true to the best of my knowledge and belief.			
(b) (6), (b) (7)(C)		Tel. No. (b) (6), (b) (7)(C)	
(b) (6), (b) (7)(C)		Cell No.	
Address: (b) (6), (b) (7)(C)		Date: 2/10/2020	Fax No. e-Mail (b) (6), (b) (7)(C)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

SAINT LOUIS, MO 63103
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NATIONAL LABOR RELATIONS BOARD

REGION 14
1222 SPRUCE ST
RM 8.302
SAINT LOUIS, MO 63103-2829

Agency Website: www.nlrb.gov
Telephone: (314)539-7770
Fax: (314)539-7794



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February 14, 2020

Don Brussel, Assistant Executive Secretary Treasurer
Saint Louis -Kansas City Carpenters Regional Council
1401 Hampton Avenue
Saint Louis, MO 63139

Re: Saint Louis -Kansas City Carpenters
Regional Council
Case 14-CB-256338

Dear Mr. Brussel:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney ABBY E. SCHNEIDER whose telephone number is (314)449-7504. If this Board agent is not available, you may contact Supervisory Attorney LUCINDA L. FLYNN whose telephone number is (314)449-7482.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board

agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlr.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

If the Agency does not issue a formal complaint in this matter, parties will be notified of the Regional Director's decision by email. Please ensure that the agent handling your case has your current email address.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Saint Louis -Kansas City Carpenters
Regional Council
Case 14-CB-256338

- 3 -

February 14, 2020

Very truly yours,

/s/ Susan Wade-Wilhoit

SUSAN WADE-WILHOIT
Acting Regional Director

SWW:yr

Enclosure: Copy of Charge

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**SAINT LOUIS -KANSAS CITY CARPENTERS
REGIONAL COUNCIL**

Charged Party

and

(b) (6), (b) (7)(C)

Charging Party

Case 14-CB-256338

AFFIDAVIT OF SERVICE OF CHARGE AGAINST LABOR ORGANIZATION

I, the undersigned employee of the National Labor Relations Board, state under oath that on February 14, 2020, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Don Brussel, Assistant Executive Secretary
Treasurer
Saint Louis -Kansas City Carpenters Regional
Council
1401 Hampton Avenue
Saint Louis, MO 63139

February 14, 2020

Date

Y. Regina Tyler, Designated Agent of
NLRB

Name

/s/ Y. Regina Tyler

Signature



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NATIONAL LABOR RELATIONS BOARD

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Telephone: (314)539-7770
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Download
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Mobile App

February 14, 2020

(b) (6), (b) (7)(C)

Re: Saint Louis -Kansas City Carpenters
Regional Council
Case 14-CB-256338

Dear (b) (6), (b) (7)(C):

The charge that you filed in this case on February 13, 2020 has been docketed as case number 14-CB-256338. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney ABBY E. SCHNEIDER whose telephone number is (314)449-7504. If this Board agent is not available, you may contact Supervisory Attorney LUCINDA L. FLYNN whose telephone number is (314)449-7482.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlr.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

If the Agency does not issue a formal complaint in this matter, parties will be notified of the Regional Director's decision by email. Please ensure that the agent handling your case has your current email address.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Saint Louis -Kansas City Carpenters
Regional Council
Case 14-CB-256338

- 3 -

February 14, 2020

Very truly yours,

/s/ Susan Wade-Wilhoit

SUSAN WADE-WILHOIT
Acting Regional Director

SWW:yr

DEFINITIONS OF COMMERCIAL AND RESIDENTIAL CONSTRUCTION

This section defines when commercial wage rates apply and when residential wage rates apply. In no event shall the residential wage rates apply to work covered by the Davis-Bacon Act or the prevailing wage law of any state or municipality.

Residential Projects: Residential projects shall be defined as all carpenter construction work, repair and alterations of single-family dwellings (i.e., a unit of family living quarters) that are wood frame structures of no more than five (5) stories, including apartments and condominiums. Living quarters located in basements or attics shall not be construed as a story. On Residential projects, carpenters shall receive the current Residential negotiated wage, as set forth below, for all work performed at the job site.

Commercial Projects: On family dwellings that are wood frame structures over five (5) stories, carpenters shall receive the current Commercial negotiated wage rate as set forth below. On dwellings of five (5) stories or under, in cases of mixed occupancy (e.g., retail stores, restaurants, barber or beauty shops, etc.), the tenant or interior finish work shall be paid at the applicable Commercial negotiated wage rate. Carpentry work on all student housing and dormitories, both on and off campus, will be compensated at the current applicable Commercial negotiated wage rate.

Nursing Homes: It has been determined that living quarters/units in both Apartments for the elderly and Independent Living facilities that have kitchens, in an apartment style, are to be compensated at the Residential rate; providing they are wood frame structures and five (5) stories and under. Living units without kitchens are to be compensated at the Commercial rate. Assisted Living & Skilled nursing facilities where medication and professional care is required are to be compensated at the Commercial rate. In cases of mixed occupancy refer to the second paragraph of this section.

Date : 02/21/2020 1:13:01 PM
From : (b) (6), (b) (7)(C)
To : (b) (6), (b) (7)(C)
Subject : Re: (b) (6), (b) (7)(C) Waterhout Payroll

(b) (6), (b) (7)(C)

Thank you for the update.

Since you have indicated that I should deal with Waterhout directly to resolve this issue, is there any way that I can get a copy of the current Collective Bargaining Agreement? It's not posted on the web site.

Thank you,

(b) (6), (b) (7)(C)

On Mon, Jan 27, 2020 at 9:22 AM (b) (6), (b) (7)(C) <[@carpdc.org](mailto:(b) (6), (b) (7)(C)@carpdc.org)> wrote:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) as spoke to (b) (6), (b) (7)(C) from Waterhout about this. (b) (6), (b) (7)(C) as told that carpenter work performed in a parking garage on wood framed structures 5 stories and below (basements do not count as a story or level) is to be paid at the commercial rate. If you installed door jambs, doors or hardware (commercial or not) in a stairwell leading into a floor on first floor and above in this type of building, or a mechanical room or janitor closet on these floors, than you are to be paid at residential rate for this work. Even if the stairwell or closet is constructed of concrete, CMU, or metal studs. The exception to this is if the building is mixed use occupancy (retail stores, restaurants etc.) The tenant interior finish work shall be paid at the applicable commercial rate. You will need to follow up with (b) (6), (b) (7)(C) with the commercial rate hours owed to you for work in the parking garage only. Let me know If you have any issues getting this pay after going over it with (b) (6), (b) (7)(C)

Thanks,

(b) (6), (b) (7)(C)

Sent from my iPad

On Jan 23, 2020, at 10:38 AM, (b) (6), (b) (7)(C) <[mailto:\(b\) \(6\), \(b\) \(7\)\(C\)](mailto:(b) (6), (b) (7)(C)@carpdc.org)> wrote:

CAUTION: This email originated outside the organization. Do not click any links or attachments unless you recognize the sender and know the content is safe.

(b) (6), (b) (7)(C)

I am attaching the second and final payroll receipt from the Waterhout/ Friendship Village project. This receipt is for 24 hours paid at residential rate.

At the writing of this email I am yet to receive response from Waterhout or the CRC regarding the first 32 hour receipt I submitted via email on 1/16/20. In total of the two receipts, we now have a total of 56 commercial hours that were paid at residential rate.

In support of my case I have kept a detailed journal of the work I performed on the project. I have noted all door opening numbers, took photos of the door openings, and took photos of the prints indicating door opening locations within the campus. I also took photographs of the door schedule supplied by Negwar.

All of the work performed is located in "core" areas of the campus. The work was performed in the street level garage which is of concrete and CMU construction and intended for retail consumption beyond the residential "apartments" located on the floors above. Work was also performed on door openings leading from public corridors to stairwells of CMU construction and door openings leading to facility mechanical rooms, facility storage, and public restrooms.

I did not perform work on any of the "apartments" or "family dwellings" located on the Friendship Village/ Sunset Hills campus.

I hope that this issue can be resolved in a favorable and timely manner.

Thank you,

(b) (6), (b) (7)(C)

<(b) (6), (b) (7)(C) Waterhout Direct Deposit for Pay Period Ending 01-18-2020.pdf>

From: [Martin Walter](#)
To: (b) (6), (b) (7)(C)
Cc: [Schneider, Abby E.](#); (b) (6), (b) (7)(C)
Subject: NLRB Case No. 14-CB-256338
Date: Friday, February 21, 2020 9:46:48 AM
Attachments: [image004.png](#)
[2017-2023 SIGNED AGC ADDENDUM.pdf](#)
[2017-2023 SIGNED AGC AGREEMENT.pdf](#)

(b) (6), (b) (7)(C),

I understand that you have requested a copy of the current AGC collective bargaining agreement. That agreement (which consists of two parts) is attached for your reference.

Thank you.

Martin W. Walter, Esq.
General Counsel
St. Louis-Kansas City Carpenters Regional Council
8955 E. 38th Terr.
Kansas City, MO 64129
(816) 931-3414 (W)
(816) 931-0675 (F)
mwalter@carpdc.org

cid:image001.png@01D265BB.D8028820



EMAIL/CONFIDENTIALITY NOTE

NOTICE: The Missouri Bar Disciplinary Counsel requires all Missouri lawyers to notify all recipients of email that (1) email communication is not a secure method of communications; (2) any email that is sent to you or by you may be copied and held by various computers it passes through as it goes from me to you or vice versa; and (3) persons not participating in our communications may intercept our communications by improperly accessing your computer or my computer or even some computer unconnected to either of us which the email passed through. I am communicating to you via email because you have consented to receive communications via this medium. If you change your mind and want future communications to be sent in a different fashion, please let me know AT ONCE.

The document(s) accompanying this email transmission and the email transmittal message contain information from Attorney Martin W. Walter which is confidential or privileged. The information is intended to be for the use of the individual(s) or entity(ies) named on this email transmission message. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of contents of this email is prohibited. If you have received this email in error, please immediately delete this email and notify us by telephone of the error. Thanks.

GENERAL TERMS AND WORK RULES
(Carpenters Regional Collective Bargaining Agreement)

These General Terms and Work Rules (hereinafter "Agreement") are entered into, effective the first (1st) day of August 2017, by and between The Associated General Contractors of Missouri, for and in behalf of its members who sign individual signatory sheets, and for and in behalf of companies who have designated the Association as their collective bargaining agent, hereinafter referred to as the "Employer," and the St. Louis-Kansas City Carpenters Regional Council (f/k/a the Carpenters' District Council of Greater St. Louis and Vicinity), an affiliate of the United Brotherhood of Carpenters and Joiners of America. The St. Louis-Kansas City Carpenters Regional Council is hereinafter referred to as the "Regional Council" or "Union."

Article I - Declaration of Principles

Section 1.01 - It is the desire, intent and purpose of the parties of this Agreement to promote and improve their industrial and economic relationship and make it one that is harmonious and profitable.

In addition, this Agreement is to promote stabilization of labor relations on construction projects by establishing wages, working conditions, terms of employment, and procedures for the settlement of labor disagreements by conference to prevent strikes, lockouts, labor disputes and work stoppages between the Employer and the Union to their mutual advantage.

Section 1.02 - There shall be no limitation as to the amount of work to be performed during a work day. There shall be no restriction as to the use of machinery or tools, provided such equipment is properly maintained in accordance with nationally recognized safety standards.

All workers are at liberty to work for any signatory Employer. The Employer is at liberty to employ, layoff, or otherwise terminate whomsoever it sees fit, subject to the limitations established under this Agreement.

Section 1.03 - This Agreement is intended to facilitate Employer and workforce mobility throughout the relevant geographical jurisdiction by standardizing most terms and conditions of employment, while retaining the wage and fringe-benefit contribution rates prevailing in the various local areas. The intent is to streamline and simplify the work rules, and to apply them uniformly throughout Missouri, Southern Illinois, and the Kansas City metropolitan area in Kansas.

The following terms have been agreed upon and are binding during the term of this Agreement.

Article II - Recognition

Section 2.01 - The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for the unit consisting of Carpenters and Joiners employed by the Employer on construction jobsites in Areas covered by the Addendum(s) executed by the Employer.

Article III – Force and Effect of Addendums

The Employer shall be bound to only those Addendums which it has executed, directly or through the Association as its authorized bargaining agent. As to any Employer, the term “applicable Addendum” in this Agreement does not include any Addendum that was not executed by such Employer. The Employer shall be bound by this Agreement only in those areas covered by an Addendum executed by such Employer.

In the event of a direct conflict between the terms of this Agreement and the terms of an Addendum, the terms of the Addendum shall prevail.

Article IV – Jurisdiction of Agreement

The Area Addendums of this Agreement shall extend to all 144 counties in Missouri, 17 counties in Eastern Kansas, and 33 counties in Southern Illinois. Each Area Addendum identifies specific terms and conditions germane to the relevant counties. The Area Addendums are as follows:

AGC OF MISSOURI AREA ADDENDUM
CENTRAL MISSOURI AREA ADDENDUM
FRANKLIN COUNTY AREA ADDENDUM
HBA OF ST. LOUIS AREA ADDENDUM
JOPLIN AREA ADDENDUM
KANSAS CITY AREA 1 ADDENDUM
KANSAS CITY AREA 2 ADDENDUM
KANSAS CITY AREA 3 ADDENDUM
MEMCA AREA ADDENDUM
MISSOURI/ILLINOIS INDEPENDENT AREA ADDENDUM
OUTSTATE BUILDERS AREA ADDENDUM
SAINT JOSEPH AREA ADDENDUM
SEMO AREA ADDENDUM
SIAF AREA ADDENDUM
SIBA AREA ADDENDUM
SPRINGFIELD AREA ADDENDUM
TRI-COUNTY AREA ADDENDUM

In addition to the Area Addendums, the following two specialty industries shall be governed by Specialty Industry Addendums:

SPECIALTY INDUSTRY 1: “Carpenters’ Modular Systems/Furniture Installation”

SPECIALTY INDUSTRY 2: “Carpenters’ Floor Laying”

Article V – Union Security and Favored Nations

Section 5.01 Union Security - It shall be a condition of employment that all employees of the Employer covered by this Agreement on the effective date shall be members in good standing, and those who are not members shall, not later than the eighth (8th) day following the effective date of this Agreement, become and remain members in good standing in the Union.

The failure of any employee to become a member of the Union as herein provided shall obligate the Employer upon written notice from the Union to such effect, and to the further effect that Union membership was available to such employee on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain Union membership in good standing by failure to pay the periodic dues of the Union shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

The Employer shall not be required to discharge any employee for noncompliance with this article until such time as such employee is replaced by a qualified employee and until he receives a written request from the Union specifying the reason for such request, and the Union agrees to indemnify the Employer and hold the Employer harmless from any liability or claims by reason of compliance with the request of the Union.

It is the intention of the parties in connection with the execution of this Agreement to comply with all laws, state and federal, relative to the subject matter of this Section 5.01, and in the event that any clause of this Section should be determined to be contrary to any law, state or federal, said clause shall be inoperative in any state in which it is so determined, and the remainder of the Agreement shall remain in full force and effect.

Section 5.02 Favored Nations - If the Union enters into any agreement with an employer for work covered by this Agreement on more favorable terms to such other employer than are embodied in this Agreement, and if such more favorable terms are intended to apply generally to all of the other employer's work, such more favorable terms shall, upon the Employer's request, be made immediately available to the Employer on a prospective basis.

Article VI - Non-Discrimination and Support for Armed Forces

Section 6.01 Right to Hire/Non-Discrimination - Subject to the limitations expressly set forth herein, the Employer reserves and shall have the right to accept or reject, to employ or not to employ any employee or to discharge any employee who has been accepted, but who subsequently proves unsatisfactory to the Employer. No employee shall be deprived of equal employment opportunity or be subject to any discrimination in the exercise of his employment rights on account of race, color, age, creed, religion, disability, sex, genetic information, national origin or any other prohibited basis under applicable federal, state or local law.

Section 6.02 USERRA Rights - Job and career opportunities shall not be limited or reduced because of service in the Uniformed Services, including the National Guard and Reserves. The Employer's covered employees shall be granted leaves of absence for military training or deployment in the Uniformed Services as required under provisions of the Uniformed Services Employment and Reemployment Rights Act.

Article VII - Wages and Classifications

Section 7.01 - The minimum straight time and overtime hourly rates of pay and the fringe benefit contribution rates are prescribed in the Addendums. Employees performing bargaining-unit work shall receive not less than the minimum rate of pay provided for in the applicable Addendum executed by their Employer.

Section 7.02 Definitions of Commercial, Residential, and Light Commercial Construction - The various Addendums shall define when Commercial wage rates apply and when Residential/Light Commercial wage rates apply in each of the designated Areas.

Section 7.03 Pre-Bid Conference - In any county where signatory Employers are at a disadvantage in competitive bidding due to the terms and conditions of this Agreement, at the request of either the Union or the Employer, the parties agree to hold a pre-bid conference prior to bidding and invite the respective association that covers that jurisdictional area. The Employer shall present its proposals for relief to the Union, which will consider these proposals and may agree or disagree to such relief as it deems will be in the best interest of both parties. This issue shall not be subject to the grievance or arbitration provisions of the Agreement. All signatory Employers bidding on that same job shall be given the same relief.

Section 7.04 Foremen and General Foremen - The rules in this Section apply to Commercial projects only. A foreman must be appointed when there are two (2) or more carpenters or millwrights on a job. A foreman will be a working foreman. No millwright foreman shall supervise a crew of more than eight (8) millwrights, not including himself. When there are two (2) or more foremen on a project, one (1) of them must be appointed to be a general foreman; provided, however, that if there are no more than two (2) foremen and the superintendent is a carpenter or millwright, a general foreman need not be appointed.

Section 7.05 Apprentices - Unless otherwise specified in an applicable Addendum, the Carpenters Apprenticeship Training Standards Agreement referred to herein shall mean such Agreement jointly developed by the Associated General Contractors of St. Louis, Missouri, the Home Builders Association of St. Louis and Eastern Missouri, the Builders' Association of Missouri, The Southern Illinois Builders Association, and the St. Louis-Kansas City Carpenters Regional Council of the United Brotherhood of Carpenters and Joiners of America, registered and approved by the Office of Apprenticeship – Employment and Training Administration of the U. S. Department of Labor under Registration No's: STL MO002460001; Southeast MO (Cape Girardeau) MO003790002 and Southern Illinois IL011780002 and all subsequent Amendments. The Joint Apprenticeship Committee referred to herein shall mean the Joint Apprenticeship Committee established under the applicable Carpenters Apprenticeship Training Standards Agreement.

Apprentices enrolled pursuant to such Training Standards and Agreement shall be indentured to the Joint Apprenticeship Committee. Satisfactory progress as determined solely by the Joint Apprenticeship Committee shall be required for apprentices to be advanced or promoted in the program and to the wage schedule. Apprentices who, in the Joint Apprenticeship Committee's judgment, meet such requirement shall be eligible for and paid the rate provided in the apprentice wage schedule for the respective progression period.

In consideration of the Employer funding the apprenticeship program, apprentices shall not be paid wages by the Employer, nor shall the Employer be required to make contributions for them for pensions, welfare or vacation and holiday benefits for time spent in attending school when assigned to full-time classes at the apprenticeship school. No time spent in such school shall be considered as time worked by the apprentice for an Employer.

Apprentices attending school, however, shall receive such educational assistance grant or stipend from the Carpenters' Joint Training Fund, including provision for maintenance of

such apprentice's eligibility for welfare benefits during school attendance, as shall be agreed upon by such Fund and the Joint Apprenticeship Committee.

Apprentices must be under the direction of a competent journeyworker during working hours. The foreman will be held responsible for the enforcement of the following apprentice rules.

The Employer must adhere to the prescribed apprentice to journeyworker ratios as per the related Standards mentioned above so as to train apprentices in a safe manner.

Apprentices shall not be allowed to remain indefinitely on one (1) operation. It shall be the duty of the Employer and the foreman to see that apprentices are given every reasonable opportunity to become adept in the various operations involved in the carpenter, millwright, lather, floorlayer, or cabinet maker's trade, as applicable.

The Employer agrees to comply with all apprentice standards as may be determined from time to time by the Joint Apprenticeship Committee.

Article VIII - Fringe Benefit Contributions

Section 8.01 Funds and Associations - In addition to the per hour wage rate, the Employer shall: (a) contribute at the appropriate hourly rate as indicated in the applicable Addendum for each hour worked by each employee covered by this Agreement to the relevant pension fund, health and welfare fund, training/apprenticeship fund, and trade associations; and (b) withhold from wages employee contributions at the appropriate hourly rate as indicated in the applicable Addendum for each hour worked by each employee covered by this Agreement, and submit same to the relevant vacation fund.

Section 8.02 Supplemental Dues - It is understood that during the term of this Agreement the Union has the option of instituting and maintaining a supplemental dues plan in connection with any vacation and holiday fund providing the supplemental dues amount is deducted from the wage package.

Section 8.03 Delinquency Penalties - In the event that the Employer fails to pay in full the amounts owing to the trust funds and industry associations under this Article and such failure has continued fifteen (15) days, the Union may after not less than seven (7) days' notice in writing to the Employer's main office, direct the employees of such Employer to discontinue or refuse to work for such Employer until all sums due from the Employer have been paid in full. This remedy shall be in addition to all other remedies available to the Union and to the respective trustees and may be exercised by the Union.

Section 8.04 Auditing - In addition to any audit requirements that may be prescribed in the appropriate Addendums, upon request of an officially designated agent of the trust funds or industry associations, the Employer shall permit such agent to inspect and make copies of any and all records relevant to determining whether the obligations herein have been faithfully performed. At least ten (10) days' prior written notice of such audit shall be given to Employer, and such audit shall be made during regular business hours when reasonably possible and at the Employer's offices or at another mutually agreeable location.

Section 8.05 Collections – In addition to any collections requirements that may be prescribed in the appropriate Addendum(s), the Employer acknowledges and agrees that the Trustees of the respective fringe benefit trust funds have broad powers to ensure the collection of contributions and the preservation of the trusts. The Employer agrees to be bound by and comply with all provisions of the various trust agreements of the funds to which the Employer is required to contribute, and of written collection policies adopted by the Trustees of such funds, including but not limited to provisions requiring advance cash deposits; provisions requiring the Employer to submit to audits of payroll and related records; imposition of interest not greater than 10% per annum on delinquent contributions; imposition of assessments and liquidated damages of not greater than 20% of delinquent contributions; and provisions authorizing commencement of suits or other legal proceedings against delinquent Employers for an accounting, damages, or other legal or equitable relief. If the Trustees institute legal proceedings to collect delinquent fringe benefit contributions, the Employer agrees to pay, in addition to other amounts awarded, all litigation costs including the Trustees' reasonable attorney's fees.

Article IX – Hiring

Section 9.01 - The Employer shall be the sole judge of and have the right to determine the number of employees required on any job, or any portion of the work being done by the Employer.

Section 9.02 Out-of-Regional Council Employers/ Requested Referrals

Employers domiciled outside of the territorial jurisdiction of the St. Louis-Kansas City Carpenters Regional Council shall, before commencing work covered in this Agreement, discuss with the Regional Council the amount of carpenter journeyworkers, mechanics, apprentices, foremen and stewards needed for the start-up crew and the amount of carpenter journeyworkers, mechanics, or apprentices needed to complete the job including the winding down crew. The Union, in turn, agrees to furnish such skilled carpenter journeyworkers, mechanics, apprentices, foremen and stewards from a referral list maintained by the Regional Council office on a non-discriminatory basis. If Employers who are not domiciled out of the territorial jurisdiction of the Regional Council request referral of skilled carpenter journeyworkers, mechanics, apprentices, foremen and stewards the Union shall refer such skilled carpenter journeyworkers, mechanics, apprentices, foremen and stewards from said referral list on a non-discriminatory basis.

This section of the Agreement does not, however, prevent an out-of-Regional Council Employer from selecting his own Project Manager or Superintendent.

Article X – Strikes, Lockouts and Pickets

Section 10.01 - Except as herein otherwise provided, employees shall not cease work, slow down or engage in any strike or other concerted interruption or interference with the work or business of the Employer during the term of this contract in support of any issue or disagreement arising out of any matter covered by this contract, and the Employer shall not lockout any employee covered hereunder during said term.

Section 10.02 - During the term of this Agreement, no officer, representative, agent or official of the Union shall authorize, cause, induce, support or condone a strike, or any work stoppage, or slowdown of work, or walkout by any of the employees covered hereunder, nor will the Union in any way support any action of its members in engaging in any of the same, against the Employer during the term of this contract in support of any issue or disagreement arising out of any matter covered by this contract but, on the contrary, will do everything reasonably within its power to prevent such acts; provided, that the terms of this section shall not apply in the event of a sympathy strike conducted in accordance with the criteria established in Section 10.03, below.

Section 10.03 - It shall not constitute a breach of this Agreement for any employee covered hereunder to refuse to cross a lawful primary picket line and perform work in any instance where the purpose of the picketing is lawful, the picketing is duly authorized by the union picketing, and the establishment thereof is not in violation of any law or this Agreement.

Section 10.04 - The Union further agrees that should any of its members or its agents engage in any of the activities prohibited by Section 10.02, without authority from the Union, the said Union will (by public announcement, advertisement, or such other means as shall seem practical): (a) Request them to immediately return to work; (b) Advise them that they are violating the Union Agreement with said Employer, and; (c) Grant them no assistance.

It is further agreed that any employee or employees engaging in such unauthorized action shall be subject to discharge by the Employer without further notice, and the action of the Employer in so discharging such employee shall not be subject to dispute by the Union, or subject to arbitration.

In consideration of the foregoing, the Employer agrees that it will not hold said Union liable for any of the aforesaid actions or acts of the members or agents of the Union not authorized, induced, or condoned by said Union.

It is further agreed that the Union will, on written request by the Employer, notify said Employer in writing within forty-eight (48) hours after the said written request is delivered to the Union office, at St. Louis, Missouri, whether the act or acts of the members alleged by the Employer to be improper were or are authorized by the Union.

It is further agreed that a concerted refusal of employees of any Employer to report for work, without cause, when requested by Employer to so report for work, shall constitute just cause for discharge.

It is understood and agreed that the Association shall in no event be bound as a principal or Employer hereunder or be held liable as a principal or Employer in any manner for breach of this contract by any party hereto; that the liability of the Employer hereunder is several and not joint. That it is further agreed that the Employer shall not be liable for any acts of agents of Employer not authorized by the Employer. The Employer agrees it will, on written request by the Union, notify the Union within forty-eight (48) hours after receipt of such request by the Employer whether or not the act of the agent complained of by the Union is authorized, and if not authorized, the Employer will take immediate steps to rectify the situation complained of.

Article XI – Working Rules

Section 11.01 Work Day

- A. The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, with pay at the straight time hourly rate.
- B. The Employer may establish a ten (10) hour shift (exclusive of the thirty (30) minute unpaid lunch period) for four (4) consecutive days, Monday through Thursday, at the straight time wage rate. Forty (40) hours per week shall constitute a week's work. When an Employer works a 4-10's schedule, the project must run for a period of at least four (4) days. Also, the Employer shall not bring in any other crew for a fifth (5th) workday on the project while not calling in the regular crew that had been scheduled for that project. In the event a job is down due to safety issues, weather conditions or other conditions beyond the control of the Employer, or where a holiday falls on a Monday, Tuesday, Wednesday or Thursday, then Friday may, at the option of the Employer, be worked as a makeup day at the straight time wage rate.
- C. Make-Up Day (Residential) - On a Residential project only, if an employee is prevented from working forty (40) hours Monday thru Friday, or any part thereof, by reason of inclement weather, Saturday, or any part thereof, may be worked as a make-up day at the straight time hourly rate of pay based on eight (8) hours of work. If an employee declines to work Saturday as a make-up day, he shall not be penalized. All work performed in excess of forty (40) hours, or eight (8) hours in any one day, will be paid at time and one-half rate. The Regional Council shall be notified when Saturday is to be used as a make-up day. Sundays and Holidays may not be used as a make-up day.

Section 11.02 Flexible Starting Time and Overtime

- A. The provisions of this Article and the other Articles of this Agreement notwithstanding, the Employer and the Union agree to a flexible starting time of 6:00 a.m. to 10:00 a.m. and quitting time of 2:30 p.m. to 6:30 p.m.
- B. Except as otherwise expressly provided for herein or in the applicable Addendum, time and one-half shall be paid for all overtime hours worked outside the regular work day or work week.
- C. Except as otherwise expressly provided for herein or in the applicable Addendum, time and one-half shall be paid for all work performed on Saturday.
- D. Double time shall be paid for all time worked on Sunday.
- E. The Employer shall give two (2) working days' notification to employees and the Union if changing starting time or to a 4-10's schedule.

Section 11.03 Holidays - Double time shall be paid for all time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day. When any of the above holidays falls on Sunday, the Monday following shall

be observed as such holiday. No work shall be performed except to save life or property on Christmas Day, Fourth of July, or Labor Day.

Section 11.04 Stewards – At the Union's discretion, a steward or stewards may be appointed by the Union on any and all of the Employer's projects from Employer's existing job site workforce. The steward is not authorized to call any strike or to cause any work stoppage. The steward's duties shall be limited to seeing that specific provisions of this Agreement are carried out. The individual serving as steward may be disappointed from that position by the Union at any time. There shall be no discrimination or retaliation by the Employer against the steward for the faithful performance of his duties as herein provided.

An employee acting as steward shall have completed a first-aid course as offered by the American Red Cross, or an equivalent course. The steward shall take care of any employee injured on the job and may accompany the injured employee to his home, doctor's office or hospital without suffering any loss of pay or deduction therefor.

Section 11.05 Pay Day and Show-Up Time

- A. Every Employer shall pay its employees on the job every Friday (or Thursday on a 4-10's schedule) in full for the previous work week by 4:30pm (or the completion of the day's shift).
- B. A check stub, or electronic equivalent, with a minimum of the following information shall be furnished to each employee: 1) identification of Employer; 2) identification of employee; 3) number of hours worked (straight time and/or overtime); 4) wage rate and/or total wages; 5) pay period covered; 6) an itemization of deductions; and 7) Estamp verification information.
- C. If permitted by law, wages due may be paid by direct electronic deposit to the employee's bank account. If the employee does not have a bank account or does not authorize direct electronic deposit, the Employer may pay the wages via payroll debit card or similar electronic pay service; provided, that the employee shall not be assessed any service fees or charges for the privilege of withdrawing his wages.
- D. If employees are not paid as specified, through negligence or willful acts of the Employer, each employee shall be paid two (2) hours' pay at the straight time rate for every twenty-four (24) hours of waiting time.
- E. If an employee quits of his own accord, the employee shall be paid on the next regular pay day.
- F. If, after reporting for work on time, an employee is prevented from working for any reason beyond the employee's control, the employee shall be guaranteed and paid for a minimum of two (2) hours' show-up time, regardless of whether any work is performed; provided that, when the employee is prevented from working because of weather or other conditions beyond the Employer's control, the Employer shall not be required to pay show-up time, but it shall be required to pay a minimum of one (1) hour of waiting time if the employee is told to wait. For purposes of this subsection, the term employee includes a requested referral who has performed no work.
- G. When employees are discharged or laid off, they shall be paid immediately. The Employer shall have the option of paying the employees off on the day of

discharge or layoff or mailing their paychecks. If required to go somewhere other than the jobsite to receive payment, employees shall be paid for the time required going to such location. If mailed, checks must be postmarked no later than the next regular working day or the Employer shall pay the employee two (2) hours' pay at the straight time rate for each day of delay.

Section 11.06 Meal Periods and Breaks

- A. A thirty (30) minute unpaid meal period shall start between four (4) and five (5) hours after the beginning of a workday or shift. Employees required to work through this meal period shall be entitled to be paid at the straight time rate.
- B. Employees working more than ten (10) continuous hours shall be entitled to a thirty (30) minute meal period with pay at the overtime rate, starting at the end of such ten (10) hours, with work resuming thereafter. Employees working more than four (4) hours after the end of the first paid meal period (or a subsequent paid meal period) shall be entitled to another thirty (30) minute meal period with pay at the overtime rate, starting at the end of such four (4) hours, with work resuming thereafter.
- C. Where possible employees shall arrange to eat alternately to permit work to proceed continuously, but this shall not be construed to deprive an employee of mealtime privilege and payment.

Break periods, if any, shall be provided for in the applicable Addendums.

Section 11.07 Shift Work - Multiple shifts may be established when deemed necessary by the Employer, subject to the following requirements. Three (3) shifts, each eight (8) hours plus one-half (1/2) hour for lunch, may be established. The first shift shall be paid at straight time, the second shift at a premium of \$2.50 per hour, and the third shift at a premium of \$3.50 per hour. Payment for shift work shall be determined when the employee first starts the shift. Two (2) shifts may be maintained at greater than eight (8) hours with excess hours being paid at the overtime rate.

Section 11.08 Odd Hours - On projects that cannot be performed during the regular workday, including heavy traffic areas such as existing offices, retail stores and shopping centers, a premium of \$2.50 per hour shall apply to all odd hours required by owners of heavy/highway projects, building renovations, additions and modifications to existing structures. All other work rules, guaranteed payment of wages and fringe benefits, and other provisions of this Agreement shall apply when odd-hours work is being performed. **This section does not apply to construction of new stand-alone buildings.**

Section 11.09 Transportation and Transferring - When employees are transferred from job to job during their regular working hours, they shall receive pay for their time. When an employee is sent out of the jurisdiction of this contract by the Employer, he or she shall receive either the wage rate in that locality, or the rate provided in this Agreement, whichever is higher, plus all agreed expenses. He or she shall be paid the straight time hourly rate to and from the job when using the mode of transportation specified by the Employer. Should the employee choose a different mode of transportation than that specified he or she shall be paid only for the estimated time of travel as prescribed by the Employer. When an employee is required by the Employer to drive a service truck from the shop to the job before starting time, his time shall begin from the time he or she leaves the shop.

Section 11.10 Safety Equipment – The Employer shall furnish safety equipment, such as safety (Tyvek style) suits, safety harnesses and other fall protection. In addition, the Employer shall furnish welders safety equipment including green jackets, welding sleeves, cutting goggles, welding hoods and welding gloves.

Section 11.11 Business Rep - The Business Representative and/or the Apprentice Coordinator shall have the right to visit job sites whenever such sites are under control of the Employer; however, they shall not stop or otherwise interfere with any work operation without permission from the Employer. The Business Representative shall check in with the job site superintendent, when possible or reasonable to do so, before entering the actual work site.

Section 11.12 Suitable Job Site – The Employer shall be responsible for ensuring that employees are provided suitable and satisfactory facilities with adequate space for the protection of their tools and street clothes. The Employer shall furnish sanitary toilet facilities and suitable and ample drinking water. On buildings ten (10) stories high or higher, a shed with such toilet facilities and drinking water must be provided on every fifth (5th) floor unless other satisfactory arrangements are provided.

Section 11.13 Tools – Employees shall furnish and maintain those tools normally found in the ordinary carpenter's or millwright's tool chest, but only as relates to the particular type of work he is performing at the time. All corded and cordless power tools, including any required battery packs, shall be furnished by the Employer. Employees shall be furnished a reasonably secure and locked place for the storage of their personal tools at the end of the work period. It shall be expressly understood and agreed that in the event an employee's tools are lost by burglary or fire when properly stored in the space provided by the Employer, then the Employer will at the Employer's option replace said tools or reimburse the employee in an amount equal to the replacement value of said tools. It is further provided that it shall be the responsibility of the employee to provide the Employer's representative with a previously prepared written list of his tools on the job as well as allow the Employer's representative to visually inspect said tools. This requirement shall be complied with at the start of employment with the Employer, upon the introduction of additional tools to the jobsite by the employee, and upon transferring from one project site to another. Failure to comply with the above will void the Employer's liability for replacement.

Employee will exercise proper care of Employer provided tools while in his possession to prevent damage, loss or theft.

Section 11.14 Millwright Work Rules – In addition to all work rules and conditions set forth elsewhere in this Agreement the following special provisions shall be applicable to millwrights performing that classification of work.

- A. Millwrights shall not be required to furnish the following tools: micrometer above 1"; adjustable wrench over 15"; socket wrench over ½" drive; or socket over 1-1/4".
- B. The Employer shall replace all drill bits, taps, hacksaw blades, flints and lenses broken on the job.

Section 11.15 Medical Treatment - Employer agrees that any employee who is injured on the job shall be given first aid treatment at the job and, if necessary, transported to a hospital or doctor's office for further treatment.

On the day of an injury resulting from a job site accident, the employee shall not suffer any loss for time spent receiving medical attention or, if the attending physician will not permit his return to work, for the remainder of the shift. On one (1) additional day subsequent to the accident, the employee shall not suffer any loss for time spent receiving further medical treatment provided that the doctor requires a return visit during working hours. Employee will request a written statement from the doctor verifying time of treatment.

Section 11.16 Pile Driving - The following duties shall be performed only by employees who are covered by the terms of this Agreement: the laying out and driving of all pile; maintaining and repairing the pile driving hammer; the unloading of pile; and the cutting off and welding of pile.

Section 11.17 Diving - All diving shall be performed by an employee covered by the terms of this Agreement.

Section 11.18 Welding - Any special certification test of a qualified welder, taken for the convenience of the Employer, shall be paid for by the Employer. Before a qualified millwright welder commences the welding test, he shall be placed on the payroll of the Employer.

Section 11.19 Workers' Compensation - The Employer shall provide Workmen's Compensation Insurance against injury and Unemployment Compensation protection for all employees even though not required to do so by state law. The Employer shall furnish to the Union satisfactory evidence of his compliance with such provisions of this section.

Article XII - Drug and Alcohol Testing

Section 12.01 - In order to promote a safer working environment, the Trustees of the Carpenters' Health and Welfare Trust Fund of St. Louis administer a drug and alcohol testing program (the "Carpenters Program"), which is available at no additional Employer contribution to all employees covered by this Agreement.

Section 12.02 - All employees shall, as a condition of employment, satisfy the good standing requirements of the Carpenters' Program as it existed on May 1, 2017, and as it may thereafter be changed with the approval of the AGC. The Employer shall not be required to discharge any employee for failure to satisfy such requirements unless the Employer has received written notice of such failure and the Union has provided a qualified replacement if requested by the Employer. If the Union requests the discharge of any employee for failure to satisfy the requirements of the Carpenters' Program, the Union agrees to defend, indemnify and hold the Employer harmless against any liability or claims arising from termination of the employee's employment in compliance with the request of the Union.

Section 12.03 - Apart from the Carpenters' Program, the Employer may require employees to submit to testing for alcohol or controlled substances to the extent and in the manner required by applicable law, by the Employer's program, or by a project owner. The Employer shall also have discretion to require its employees covered by this Agreement to submit to testing for alcohol or controlled substances under the rules and procedures of a testing program (other than the Carpenters' Program) that is administered by a third party and is acceptable to the Union. The St. Louis Construction Industry Substance Abuse Consortium is such a program acceptable to the Union.

Section 12.04 - The Employer shall have the right to discharge, without warning or other lesser discipline, any employee who is reported to have failed to satisfy the good standing requirements of the Carpenters' Program or any other program of drug or alcohol testing permitted by this Agreement.

Article XIII – Safety

Section 13.01 - In order to promote a safer working environment, each employee covered by this Agreement shall, as a condition of employment, have completed the OSHA-10 hour safety training course at the Union's expense, provided that the employee had reasonable opportunity to do so. All affected employees shall also, as a condition of employment, have completed any additional safety training designated from time to time by the Union's Journey-Level Upgrade Committee that may be based on input from the various management associations. The safety training program shall be administered by the Carpenters' Health and Welfare Trust Fund of St. Louis. The Fund will accept technical training in satisfaction of part or all of the safety training requirement. Employees shall be given credit for internal safety or technical training completed with a contributing Employer, provided the Employer's Safety Director has reported all necessary information for each member trained, a complete description of the training, and any other information required by the Fund.

Upon request, the Union shall give written notice thirty (30) days before the compliance deadline to the Employer of any employee who has not at that time satisfied safety training requirements, specifying the training needed. The Employer shall not be required to discharge any employee for failure to satisfy the requirements of this section unless the Employer has received written notice of such failure and unless the Union has provided a qualified replacement if requested by the Employer. If the Union requests the discharge of any employee for failure to satisfy the foregoing safety training requirements, the Union agrees to defend, indemnify and hold the Employer harmless against any liability or claims arising from termination of the employee's employment in compliance with the request of the Union.

Each Employer shall have the right to design and adopt a safety program for the purpose of preventing injury to employees and other persons, damage to property, and lost time resulting from jobsite accidents. An Employer's safety program may include rules and policies imposed on the Employer by law or regulation or OSHA standards, or by an owner's requirements, as well as the Employer's own reasonable rules and policies designed to promote safety on the job.

The Employer shall have the right to discharge, without warning or other lesser discipline, any employee who is reported to have failed to satisfy the safety training requirements established or permitted by this Agreement.

Section 13.02 - It shall be a term and condition of employment that each individual hired to perform work covered by this Agreement and each employee covered by this Agreement shall be in compliance with the minimum safety training requirements established by the Journey-Level Upgrade Committee (JLUC) of the St. Louis-Kansas City Carpenters Regional Council for Journeyworker Carpenters. All journeyworkers must successfully complete the required training by May 1st of each year. A list of those who have not completed the required training will be furnished by the Union to the Employer upon request. In addition, a complete list of all available training courses shall be entered and maintained within the Union's Professional Resources Online (UPRO) computer system. The Employer will have reasonable access to this online resource in order to validate its employees' accomplishment of any training

requirements. The Employer shall be obligated to terminate any employee covered by this Agreement upon receipt of seven (7) days' advance written notice from the Union of the employee's non-compliance with minimum safety testing requirements and shall not re-hire such employee until the Union has certified in writing that the employee has become compliant. Any other provision of this Agreement notwithstanding, disputes concerning mandatory safety training and drug testing shall not be covered by any grievance and arbitration provisions of this Agreement, and the Employer and the Union are free to take economic action to enforce the terms of this Article.

Article XIV – Grievances and Arbitration

Section 14.01 - The Union and Employer agree that during the term of this Agreement there shall be no strikes, picketing, cessation of work or lockout, and that all disputes and grievances which cannot be adjusted between the parties shall be taken up between a representative of the Union and a representative of the Employer. Any dispute or grievance of an employee not reported to the Employer within 10 working days after the occurrence of same shall be declared invalid and not processed. If the grievance cannot be settled satisfactorily after five (5) business days, the parties shall select an arbitrator. If the parties cannot agree on an arbitrator, either party may apply to the Federal Mediation and Conciliation Service for a regional panel of arbitrators, and the parties shall take turns striking names from the panel until one (1) remains. Any management association in which the Employer is a member shall be entitled to be involved in the grievance-arbitration process, including participating in the arbitration hearing. The arbitrator will hand down a decision in writing within five (5) days after a hearing. His decision shall be final and binding on both parties.

Section 14.02 - All expenses of conducting the arbitration hearing, including the services of the impartial arbitrator, are to be paid by the losing party; however, each party shall be responsible for payment of its own attorney's fees.

Article XV – Interpretation and Legal Compliance

Section 15.01 - This Agreement shall supersede any inconsistent or contradictory terms or conditions, express or implied, in any other agreement executed by and between the Employer and Union before this Agreement was executed.


It is the intention of the parties in connection with the execution of this Agreement to comply with all state and federal laws relative to the subject matter herein. If any term or provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement. In the event that any term or provision should be contrary to any law within a particular state as of the effective date of this Agreement, said clause shall be inoperative in such state and the remainder of the Agreement shall remain in full force and effect.

Article XVI - Term of Agreement

Section 16.01 - This Agreement shall become effective as of the first (1st) day of August, 2017, and shall remain in effect through April 30, 2023, and shall automatically renew itself from year to year thereafter unless and until either party notifies the other party in writing, not less than sixty (60) days and not more than ninety (90) days prior to the expiration date of this Agreement or any extension thereof, that such party desires to amend or terminate the Agreement. For purposes of this Article XVI, the term "party" shall include and independent employer signatory to this Agreement. Such notice shall be served by Certified Mail. Immediately following the transmittal and receipt of such notice, the parties shall meet and confer for the purpose of negotiating a new Agreement, and during the negotiations that follow, there shall be no strike or stoppage of work.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below.

ASSOCIATED GENERAL CONTRACTORS
OF MISSOURI

BY 
LEN TOENJES
President

DATE: August 25, 2017

ST. LOUIS-KANSAS CITY CARPENTERS
REGIONAL COUNCIL

BY 
AL BOND
Executive Secretary-Treasurer

DATE: 8/25/2017

THE ST. LOUIS-KANSAS CITY CARPENTERS REGIONAL COUNCIL

REGIONAL COLLECTIVE BARGAINING AGREEMENT

AGC of MISSOURI AREA ADDENDUM

This Addendum, when executed by an Employer who is party to the Agreement entitled "General Terms and Work Rules" effective between the Associated General Contractors of Missouri (AGC) and the St. Louis-Kansas City Carpenters Regional Council for the period August 1, 2017 through April 30, 2023 (the "Regional Agreement"), shall become incorporated in and part of such Employer's Regional Agreement as fully as though set forth therein.

Terms used in this Addendum shall have the same meaning as in the Regional Agreement unless the context clearly requires another meaning. In the event of a direct conflict between the provisions of this Addendum and the provisions of the Regional Agreement, the provisions of this Addendum shall prevail. In the event of a direct conflict between the provisions of this Addendum and the provisions of a Specialty Industry Addendum executed by the Employer, the provisions of the Specialty Industry Addendum shall prevail.

Unless otherwise noted, by the signatory Employer, this Addendum shall apply to work performed in Franklin, Jefferson, Lincoln, St. Louis, St. Charles, Warren, Iron, St. Francois, Washington, Madison, and Reynolds Counties; and St. Louis City in Missouri.

With respect to Employers who sign this Agreement only for work in St. Louis City and County, as shown on the individual signature sheets executed by such Employers, this Agreement shall apply to all employment of employees covered hereunder on building, heavy and highway construction job sites located in St. Louis City and County, and not elsewhere.

With respect to Employers who sign this Agreement for work in some or all of the Missouri counties of St. Charles, Jefferson, Franklin, Lincoln, Warren, Iron, Madison, Reynolds, St. Francois and Washington, as shown on the individual signature sheets executed by such Employers, this Agreement shall apply to all employment of employees covered hereunder on building construction job sites located in the counties so designated on the Employer's signature sheet.

DEFINITIONS OF COMMERCIAL AND RESIDENTIAL CONSTRUCTION

This section defines when commercial wage rates apply and when residential wage rates apply. Residential wage rates are those applicable to a Residential project (as defined herein) under the collective bargaining agreement between the Union and the Home Builders Association of Greater St. Louis. In no event shall the wage rates paid for work covered by the Davis-Bacon Act or the prevailing wage law of any state or municipality be less than the prevailing wage established under such law.

Residential Projects: Residential projects shall be defined as all carpenter construction work, repair and alterations of single-family dwellings (i.e., a unit of family living quarters) that are wood frame structures of no more than five (5) stories, including apartments and condominiums. Living quarters located in basements or attics shall not be construed as a story.

Commercial Projects: On family dwellings that are wood frame structures over five (5) stories, carpenters shall receive the current Commercial negotiated wage rate as set forth below. On dwellings of five (5) stories or under, in cases of mixed occupancy (e.g., retail stores, restaurants, barber or beauty shops, etc.), the tenant or interior finish work shall be paid at the applicable Commercial negotiated wage rate. Carpentry work on all student housing and dormitories, both on and off campus, will be compensated at the current applicable Commercial negotiated wage rate.

Nursing Homes: It has been determined that living quarters/units in both Apartments for the elderly and Independent Living facilities that have kitchens, in an apartment style, are to be compensated at the Residential rate; providing they are wood frame structures and five (5) stories and under. Living units without kitchens are to be compensated at the Commercial rate. Assisted Living & Skilled nursing facilities where medication and professional care is required are to be compensated at the Commercial rate. In cases of mixed occupancy refer to the second paragraph of this section.

Club Houses: It has been determined that Apartment and Condominium complexes that have Club Houses on their premises that are available for use to tenants only, are to be compensated at the Residential rate, provided that the facility is not being used as retail space. Club houses that provide retail space are to be compensated at the Commercial rate of pay.

FUNDS AND ASSOCIATIONS

VACATION AND HOLIDAY FUND - The Employer shall withhold from wages and submit employee contributions at the appropriate hourly rate as indicated below for each hour worked by each employee covered by this Agreement to the CARPENTERS' VACATION TRUST FUND OF ST. LOUIS.

The reporting, payment and administration of such vacation and holiday payment shall be governed by the terms of the trust agreement creating the CARPENTERS' VACATION TRUST FUND OF ST. LOUIS and the Employer agrees to be bound by that trust agreement.

The purchase of Estamps for contributions to the vacation and holiday fund shall be made pursuant to the procedure established in the section titled "ESTAMP PROGRAM."

Upon thirty (30) days' prior written notice by the Union to the Employer, the Union may increase the amount of the hourly Vacation and Holiday pay not more than once in each calendar year.

HEALTH AND WELFARE TRUST FUND - In addition to the per hour wage rate, the Employer shall contribute at the appropriate hourly rate as indicated below for each hour worked by each employee covered by this Agreement to the CARPENTERS' HEALTH AND WELFARE TRUST FUND OF ST. LOUIS.

The reporting, payment and administration of such contributions shall be governed by the trust agreement creating the CARPENTERS' HEALTH AND WELFARE TRUST FUND OF ST. LOUIS, and the Employer agrees to be bound by that trust agreement.

The purchase of Estamps for contributions to the health and welfare trust fund shall be made pursuant to the procedure established in the section titled "ESTAMP PROGRAM."

PENSION FUND - In addition to the per hour wage rate, the Employer shall contribute at the appropriate hourly rate as indicated below for each hour worked by each employee covered by this Agreement to the CARPENTERS' PENSION TRUST FUND OF ST. LOUIS.

The reporting, payment and administration of such contributions shall be governed by the trust agreement creating the CARPENTERS' PENSION TRUST FUND OF ST. LOUIS.

The purchase of Estamps for contributions to the pension fund shall be made pursuant to the procedure established in the section titled "ESTAMP PROGRAM."

In the event that the CARPENTERS' PENSION TRUST FUND OF ST. LOUIS should lose its status as a qualified pension plan under the Internal Revenue Code, or in the event that the Employer's required contributions to the affected Trust Fund otherwise become nondeductible by the Employer for income tax purposes, then except as provided below, the Employer's obligation for further contributions to such Trust Fund shall cease and the Employer in lieu thereof shall pay the equivalent of such pension contributions directly to the employee as wages during the remaining term of this Agreement. If a notice of disqualification of the Trust Fund is issued, the Trust Fund's Trustees shall have an opportunity and reasonable time, not to exceed one hundred twenty (120) days, in which to remove the disqualification and obtain either a temporary or permanent reinstatement of the qualified status of the Trust Fund, and during such interim period between notice of disqualification and reinstatement of qualified status or failure to achieve reinstatement within one hundred twenty (120) days, the Employer shall continue making contributions, in the same amount and time as the pension contributions specified in this Agreement, into an escrow account to be maintained by Commerce Bank. If the Trust Fund's disqualification is removed within one hundred twenty (120) days, the escrowed funds, less any fees and expenses for maintaining the escrow account, shall be released and paid over to the Trust Fund and the Employer shall thereafter resume paying pension contributions to the Trust Fund as required by this Agreement. If the disqualification is not removed within one hundred twenty (120) days, the escrowed funds, less any fees and expenses for maintaining the escrow account, shall be paid as wages to the employees for whom the contributions were made, and the Employer shall thereafter continue to pay the equivalent of pension contributions directly to employees as wages and shall have no obligation for further pension contributions to the Trust Fund. If the obligation of the Employer to make pension contributions (or escrow contributions) has ceased in accordance with the foregoing, and if thereafter the affected Trust Fund shall again become a qualified pension plan under the Internal Revenue Code, or another qualified pension plan to which Employer contributions are income tax deductible has been negotiated between the parties to this Agreement and put into effect, then in either such case the Employer's obligation to pay the equivalent of pension contributions as wages shall cease and in lieu thereof the Employer's obligation to make pension contributions as provided in this Agreement, to such reinstated or substituted Trust Fund, shall again become effective.

ST. LOUIS CONSTRUCTION TRAINING AND ADVANCEMENT FOUNDATION (CTAF) - In addition to the per hour wage rate, the Employer shall contribute at the appropriate hourly rate as indicated below for each actual hour worked by each employee covered by this Agreement to the ST. LOUIS CONSTRUCTION TRAINING AND ADVANCEMENT FOUNDATION (CTAF). The Employer shall pay these contributions with Estamps.

The reporting, payment and administration of such contribution shall be governed by the terms of the Trust Agreement creating the Foundation, and the Employer agrees to be bound by that Trust Agreement.

Primary purposes of the Foundation, as set forth in the Trust Agreement, shall include advanced training and education, safety education and other educational and informational programs for employee and industry betterment.

The foregoing Advancement Fund provisions for contributions shall remain in effective until May 1, 2024, and are not subject to renegotiation except by mutual consent.

CARPENTERS' JOINT TRAINING FUND OF ST. LOUIS - In addition to the per hour wage rate, the Employer shall contribute at the appropriate hourly rate as indicated below for each actual hour worked by each employee covered by this Agreement to the CARPENTERS' JOINT TRAINING FUND OF ST. LOUIS (JTF). The Employer shall pay the JTF contribution with Estamps.

The reporting, payment and administration of such contributions shall be governed by the terms of the trust agreement under which the JTF is established and administered and the Employer agrees to be bound by that trust agreement.

CARPENTERS' INTERNATIONAL TRAINING FUND - In addition to the per hour wage rate, the Employer shall contribute at the appropriate hourly rate as indicated below for each actual hour worked by each employee covered by this Agreement to the CARPENTERS' INTERNATIONAL TRAINING FUND (CITF). The Employer shall pay the CITF contribution when fringe benefit stamps are purchased. The Employer hereby also agrees to be bound by the trust indenture agreement as now stated or as later restated or amended applicable to each of the UBC trust funds described above. On request, each Employer and/or Union shall receive a copy of the Fund's annual report.

ESTAMP PROGRAM

Pension, health & welfare, and vacation contributions, plus any related training/apprenticeship fund contributions and association fees required to be paid for work performed in these areas, shall be remitted by the Employer pursuant to the Estamp Program established by the Carpenters' Vacation Trust Fund of St. Louis. The Employer shall furnish, at the time of purchase, such remittance reports and other information as are needed by the Estamp Program to enable contributions to be credited electronically to employees' accounts, and the Employer shall abide by all such rules and regulations as may now or hereafter be established for the operation of the Estamp Program.

Payment of pension, health & welfare, training/apprenticeship, and vacation contributions, plus any related association fees set forth in this Agreement, shall be made by the Employer via electronic purchase of fringe benefit Estamp hours through the Estamp Program. The price of each Estamp hour shall be equal to the sum of the hourly contribution rates established in this Agreement for pension, health & welfare, training/apprenticeship, and vacation contributions, plus any related association fees set forth in this Agreement.

An employee shall be entitled to one (1) Estamp hour, or fraction thereof, for each full straight time hour, or fraction thereof, worked by a covered employee.

With respect to all contributions and fees payable under this Agreement other than vacation, pension and health & welfare contributions, an employee shall receive one (1) Estamp for each overtime hour worked during the pay period for both time and one-half and double time wage rates.

With respect to vacation, pension and health & welfare contributions: (a) during the period ending on April 30, 2018, an employee shall receive two (2) Estamp hours for each full overtime hour worked during the pay period for both time and one-half and double time wage rates; and (b) on or after May 1, 2018, an employee shall receive one and one-half (1.5) Estamp for each overtime hour worked

Monday through Saturday; and (c) on or after May 1, 2018, for overtime hours worked on Sundays or holidays, an employee shall receive two (2) Estamp hours for each overtime hour worked during the pay period.

Upon completion of Estamp purchases, a record of the Estamp Receipt will be posted both on the Employer's Internet Estamp Account and the Employee's Internet Estamp Account for verification and tracking. Estamp hours will be downloaded by the Carpenters' Benefit Fund office electronically and posted to the appropriate fringe benefit funds. Contributions and association fees will be processed electronically by Commerce Bank and distributed to the appropriate fringe benefit fund or association at the direction of the Carpenters' Benefit Fund office.

All contributions and fees due on account of hours worked during a pay week shall be purchased in the Estamp Program and the related remittance reports submitted, not later than the Employer's payday for that pay week.

SURETY BOND

The Employer shall secure and maintain a surety bond or irrevocable letter of credit from a reputable financial institution in the amount of \$25,000 to guarantee payment of all wages, fringe benefit contributions, and dues provided for herein and shall furnish to the Union evidence of the procurement and maintenance of bond in such amount.

The foregoing requirement may be waived or the penal sum reduced by the Union on a case-by-case basis upon evidence of mitigating circumstances.

To help with the collection of fringe benefits and to avoid disruption of the work of delinquent employers, an Employer may request a letter from the Union on behalf of any of the Employer's subcontractors that are obligated to contribute to the Pension, Health and Welfare or Vacation Funds described in this Addendum. Upon receipt of such request, the Union will provide the requesting Employer with a letter stating the most recent date to which the subcontractor has both reported its contributions due and paid all such contributions.

COMPOSITE CREW

When a Carpenter or Millwright works in a composite crew with any of the four other basic trades which has a collective bargaining agreement with the Associated General Contractors of St. Louis or Southern Illinois Builders Association, his rate of pay, including fringes, for work in the composite crew shall not be less than any of the other basic trades in the composite crew doing similar work. When requested by the Employer, the Union will meet and confer with other trades on composite crew work.

SUBCONTRACTING CLAUSE

Nothing contained in this agreement shall be construed to prevent the right of the Employer to subcontract all or any part of work awarded to it. If however, the Employer elects to subcontract out all or any part of its on-site work covered by this agreement, then in that event, the Employer shall make

adequate provisions in the contract, agreement or understanding with the subcontractor to observe the working rules set forth in this agreement and to pay to, and provide for, its employees so engaged wages and fringe benefits no less than those specified in this agreement, in the performance of the subcontract.

No Employer signatory to this Agreement shall loan out general foremen, foremen, journeymen carpenters, or apprentices to an out of town employer performing work in the jurisdictional area covered by this Agreement, without prior mutual agreement between the Regional Council and the signatory Employer involved.

The Employer shall make available to the Regional Council upon written request and at Council cost, plans and specifications.

Nothing in this Article shall be construed to limit or restrict, in any way, the Employer's right to determine which portion of the work, if any, the Employer may perform with his or her own employees or may subcontract to others.

EMERGENCY CALL-IN

When employees are called to work outside their regular workday for emergency work, they shall be paid a minimum of four (4) hours pay at the applicable overtime rate.

Emergency work is defined as non-scheduled work requiring urgent response.

Work started on Saturday overtime stays at that rate until complete (or crew change).

Work started on Sunday overtime stays at that rate until complete (or crew change).

STEWARDS

The Steward shall not be laid off or discharged until the completion of carpenter work on the job or completion temporarily of any phase of carpenter work on the job except with the approval of the Union, provided that proven incompetence in workmanship shall be a valid ground for discharge. However, if the Employer's work force is reduced to the Foreman and the Steward, the Employer may layoff the Steward prior to laying off his Foreman. When working shifts and shift work ceases, the Steward first appointed shall remain on the job until the same is complete.

FAVORED NATIONS

If the Union enters into any more favorable agreement referred to in Section 5.02 of the Regional Agreement, the Union will notify the Associated General Contractors of St. Louis and post such notice on the Union's public website, and will respond to an Employer's inquiry concerning such agreement.

SAFETY EQUIPMENT

Employees will furnish white carpenter or millwright overalls or pile driver overalls and items of safety apparel such as hard hats, suitable substantial shoes and goggles, and will use such safety items as required by the Employer at all times and shall be subject to immediate discharge for failure to do so.

The Employer shall initially furnish a respirator to his employee but if an additional respirator is needed, it shall be furnished by the employee.

Any special color or material of hard hat, if required by the Employer, shall be furnished by the Employer.

Listed below is the schedule for wages and fringe benefits effective May 7, 2017 for **Millwrights** in all counties covered by this addendum and for Carpenters working in St. Louis City, St. Louis County and St. Charles County in Missouri. These rates also apply to the counties of Jefferson, Franklin, Lincoln, and Warren in Missouri on projects OVER \$1,000,000.00.

COMMERCIAL

WAGE	HEALTH & WELFARE	PENSION	CTAF	CJTF	CITF	Total Pkg
\$37.35*	\$7.00	\$9.25	\$0.20	\$0.50	\$0.10	\$54.40

*Includes two dollars and sixty-eight cents (\$2.68) Estamp in lieu of cash. Total net deduction is two dollars and sixty-nine cents (\$2.69) per hour.

FOREMAN: One dollar and fifty cents (\$1.50) per hour above journey level rate - \$38.85
 GEN. FOREMAN: Two dollars (\$2.00) per hour above journey level rate - \$39.35

HOLIDAYS AND OVERTIME

Time and one-half rate shall be paid for all time worked beyond the regular work day, Monday through Friday and on Saturday. Double time shall be paid for all time worked on Sundays and Holidays.

Journey Level time and one-half rate:	\$57.37**	Double time rate:	\$74.70**
Foreman time and one-half rate:	\$59.622**	Double time rate:	\$77.70
Gen. Foreman time and one-half rate:	\$60.37**	Double time rate:	\$78.70**

**Includes \$5.38 per hour Vacation Stamp in lieu of cash

**ALL FRINGE BENEFITS ARE DOUBLE ON ALL OVERTIME HOURS
 INCLUDING TIME AND ONE-HALF RATE THROUGH APRIL 30, 2018.**

Listed below is the schedule for wages and fringe benefits effective May 7, 2017 for Carpenters working in the counties of Jefferson, Franklin, Lincoln, and Warren in Missouri on projects UNDER \$1,000,000.00.

COMMERCIAL

WAGE	HEALTH & WELFARE	PENSION	CTAF	CJTF	CITF	Total Pkg
\$32.26*	\$7.00	\$9.25	\$0.20	\$0.50	\$0.10	\$49.31

*Includes two dollars and sixty-nine cents (\$2.69) per hour vacation Estamp in lieu of cash.

FOREMAN: One dollar and fifty cents (\$1.50) per hour above journey level rate (\$33.76)

GEN. FOREMAN: Two dollars (\$2.00) per hour above journey level rate (\$34.26)

Listed below is the schedule for wages and fringe benefits effective May 7, 2017 for Carpenters working in Iron, Reynolds, St. Francois, Washington and Madison Counties Missouri on projects OVER \$1,000,000.0

COMMERCIAL

WAGE	HEALTH & WELFARE	PENSION	CTAF	CJTF	CITF	Total Pkg
\$33.78*	\$7.00	\$9.25	\$0.20	\$0.50	\$0.10	\$50.83

*Includes two dollars and sixty-nine cents (\$2.69) per hour vacation Estamp in lieu of cash.

FOREMAN: One dollar and fifty cents (\$1.50) per hour above journey level rate (\$35.28)

GEN. FOREMAN: Two dollars (\$2.00) per hour above journey level rate (\$35.78)

Listed below is the schedule for wages and fringe benefits effective May 7, 2017 for Carpenters working in Iron, Reynolds, St. Francois, Washington and Madison Counties Missouri on projects UNDER \$1,000,000.00

COMMERCIAL

WAGE	HEALTH & WELFARE	PENSION	CTAF	CJTF	CITF	Total Pkg
\$32.01*	\$7.00	\$9.25	\$0.20	\$0.50	\$0.10	\$49.06

*Includes two dollars and sixty-nine cents (\$2.69) per hour vacation Estamp in lieu of cash.

FOREMAN: One dollar and fifty cents (\$1.50) per hour above journey level rate (\$33.51)

GEN. FOREMAN: Two dollars (\$2.00) per hour above journey level rate (\$34.01)

**ALL FRINGE BENEFITS ARE DOUBLE ON ALL OVERTIME HOURS
INCLUDING TIME AND ONE-HALF RATE THROUGH APRIL 30, 2023**

WAGE AND FRINGE BENEFIT INCREASES EFFECTIVE MAY 7, 2017

AGC/SIBA/HBA/MIIB

ALL APPRENTICES, RESIDENTIAL AND COMMERCIAL

BASED ON RESIDENTIAL JOURNEY LEVEL SCALE - \$28.61

<u>TERM</u>	<u>%</u>	<u>WAGE</u>		<u>HEALTH & WELFARE</u>	<u>PENSION</u>	<u>ASSN. FUND</u>	<u>CJTF</u>	<u>CITF</u>	<u>Total Pkg</u>
1st	50%	\$14.31	*	\$3.20		\$0.20	\$0.50	\$0.10	\$18.31
2nd	55%	\$15.74	*	\$3.20		\$0.20	\$0.50	\$0.10	\$19.74

*Includes sixty-three cents (\$.63) per hour vacation Estamp in lieu of cash.

EMPLOYER CONTRIBUTIONS: three dollars and twenty cents (\$3.20) per hour contribution to Carpenters' Health & Welfare AND twenty cents (\$.20) per hour contribution to CTAF/HBIAF AND fifty cents (\$.50) per hour to JTF AND ten cents (\$.10) per hour to CITF - \$4.00 PLUS \$.63 from carpenter equals the "A" BENEFIT. (\$4.63 total)

<u>TERM</u>	<u>%</u>	<u>WAGE</u>		<u>HEALTH & WELFARE</u>	<u>PENSION</u>	<u>ASSN. FUND</u>	<u>CJTF</u>	<u>CITF</u>	<u>Total Pkg</u>
3rd	60%	\$17.17	**	\$3.70		\$0.20	\$0.50	\$0.10	\$21.67
4th	65%	\$18.60	**	\$3.70		\$0.20	\$0.50	\$0.10	\$23.10

**Includes seventy-four cents (\$.74) per hour vacation Estamp in lieu of cash

EMPLOYER CONTRIBUTIONS: three dollars and seventy cents (\$3.70) per hour contribution to Carpenters' Health & Welfare AND twenty cents (\$.20) per hour contribution to CTAF/HBIAF AND fifty cents (\$.50) per hour to JTF AND ten cents (\$.10) per hour to CITF - \$4.50 PLUS \$.74 from carpenter equals the "B" BENEFIT. (\$5.24 total)

<u>TERM</u>	<u>%</u>	<u>WAGE</u>		<u>HEALTH & WELFARE</u>	<u>PENSION</u>	<u>ASSN. FUND</u>	<u>CJTF</u>	<u>CITF</u>	<u>Total-Pkg</u>
5th	75%	\$21.46	***	\$7.00	\$9.25	\$0.20	\$0.50	\$0.10	\$38.51
6th	80%	\$22.89	***	\$7.00	\$9.25	\$0.20	\$0.50	\$0.10	\$39.94
7th	85%	\$24.32	***	\$7.00	\$9.25	\$0.20	\$0.50	\$0.10	\$41.37
8th	90%	\$25.75	***	\$7.00	\$9.25	\$0.20	\$0.50	\$0.10	\$42.80

***Includes two dollars and thirty-four cents (\$2.34) per hour vacation in lieu of cash

EMPLOYER CONTRIBUTIONS: seven dollars (\$7.00) per hour to Carpenters' Health & Welfare AND nine dollars and twenty-five cents (\$9.25) to Carpenters' Pension Trust Fund AND twenty cents (\$.20) per hour to CTAF/HBIAF Fund AND fifty cents (\$.50) per hour to JTF Fund AND ten cents (\$.10) per hour to CITF Fund - \$17.05 PLUS \$2.34 from carpenter equals the "C" BENEFIT. (\$19.39 total)

WAGE/BENEFIT INCREASES

The following applies to ALL Commercial Packages covered by this Agreement:

Effective May 1, 2018: \$1.75 per hour in wages or fringe benefits to be determined by the Trustees of the Pension and Health & Welfare Funds*. In addition, an increase of one cent (\$0.01) to CTAF.

Effective May 1, 2019: \$1.40 per hour in wages or fringe benefits to be determined by the Trustees of the Pension and Health & Welfare Funds*

Effective May 1, 2020: \$1.44 per hour in wages or fringe benefits to be determined by the Trustees of the Pension and Health & Welfare Funds.* In addition, an increase of one cent (\$0.01) to CTAF.

Effective May 1, 2021: \$1.47 per hour in wages or fringe benefits to be determined by the Trustees of the Pension and Health & Welfare Funds*

Effective May 1, 2022: \$1.51 per hour in wages or fringe benefits to be determined by the Trustees of the Pension and Health & Welfare Funds*

APPRENTICE WAGES/FRINGE BENEFIT INCREASES

Effective May 1, 2018, on commercial projects, apprentice wages and contribution rates for the Pension Fund and Health and Welfare Fund shall be a percentage of the commercial journeyman scale; on residential projects, apprentice wages and contribution rates for the Pension Fund and Health and Welfare Fund shall be a percentage of the residential journeyman scale. The applicable percentage is based on an apprentice's term in the apprenticeship training program.


THE ST. LOUIS-KANSAS CITY CARPENTERS REGIONAL COUNCIL

REGIONAL COLLECTIVE BARGAINING AGREEMENT

AGC of MISSOURI AREA ADDENDUM


IN WITNESS WHEREOF, the parties hereto have affixed their signatures below.

ASSOCIATED GENERAL CONTRACTORS
OF MISSOURI (on behalf of Employers
represented by it for collective bargaining)*

BY 
LEN TOENJES
President

DATE: August 25, 2017

ST. LOUIS-KANSAS CITY CARPENTERS
REGIONAL COUNCIL

BY 
AL BOND
Executive Secretary-Treasurer

DATE: 8/25/2017

EMPLOYER NOT REPRESENTED BY AGC:

Covered Counties: _____

BY _____

(Name:) _____

(Title:) _____

*The AGC has furnished to the Union a list of the Employers represented by it for collective bargaining, showing for each Employer the counties in which this Addendum is applicable. The Union acknowledges receipt of such list.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 14
1222 SPRUCE ST
RM 8.302
SAINT LOUIS, MO 63103-2829

Agency Website: www.nlrb.gov
Telephone: (314)539-7770
Fax: (314)539-7794

February 21, 2020

Don Brussel, Assistant Executive Secretary Treasurer
Saint Louis -Kansas City Carpenters Regional Council
1401 Hampton Avenue
Saint Louis, MO 63139

Re: Saint Louis -Kansas City Carpenters
Regional Council
Case 14-CB-256338

Dear Mr. Brussel:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

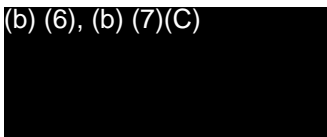
Very truly yours,

/s/

SUSAN A. WADE-WILHOIT
Acting Regional Director

cc:

(b) (6), (b) (7)(C)

A large black rectangular redaction box covers the names of the individuals in the cc list.